	05-44481-rad Doc 11066 Filed 11	L/26/07 Entered	111/26/07 11:12:2	9 Main Document
•	IN THE UNITED STATES BANKRU	<b>₽ТС₽ФФФКВ9</b> 0U	THERN DISTRICT C	DENG ROKIVED
	_			BY MAIL T
	In re:	)	Chapter 11	BY HAND
	- 11. C	)		· · · · · ·
	Delphi Corporation, et al.		Case No. 05-44481 (I	
		)	(Jointly Administered	
	nse to 22nd Omnibus Objection to Claims by Delph		G	KADDEN, ARPS, SLATE
Respo	nse to 22nd Omnibus Objection to Claims by Delph	i Corporation, et al: S	ierra Liquidity Fund LI	C (Assigned) KOKELOMDrum
•	Corporation	n (Assignor), Claim N	To. 16716	(Liberghoo), Terric Occording
from:	Sierra Liquidity Fund, LLC (Assignee); KTK Steel Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949	Drum Corporation (As 2-660-0632, saugust@si	ssignor), Claim No. 16716 ierrafunds.com, tgarza@s	5, 2699 White Road, Ste. 255, ierrafunds.com
to:	Chambers of the Honorable Robert D. Drain, United of New York, One Bowling Green, Room 610, New	States Bankruptcy Jud York, New York 1000	ge, United States Bankru 4	ptcy Court for the Southern District
	Delphi Corporation, 5725 Delphi Drive, Troy, Mich	igan 48098 (Attn: Gene	eral Counsel)	
	Counsel for the Debtors, Skadden, Arps, Slate, Mea, John Wm. Butler, Jr., John K. Lyons, and Randall G	gher & Flom LLP, 333	West Wacker Drive, Suit	e 2100, Chicago, IL 60606 (Attn:

Sierra Liquidity Fund, LLC (Assignee); KTK Steel Drum Corporation (Assignor), Claim No. 16716

date: Wednesday, November 7, 2007

re:

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 22nd Omnibus Objection to claims requesting that the above claim in the amount of \$26,076.60 be expunged on the basis that the claim and asserted liability was untimely filed.

Sierra Liquidity Fund, LLC (Assignee) and KTK Steel Drum Corporation (Assignor) ("KTK") Object to this Objection.

- Claim # 16716 filed on September 26, 2007 for \$26,076.60 amended Claim # 48 for \$20,076.60 which was timely filed on October 18, 2005.
- 2. In addition, the Debtors own books & records acknowledge that \$26,076.60 remains due and owing as listed in the Schedule F.
- 3. Please find attached sufficient documentation supporting the filed Proof of Claim # 16716 in an amount of \$26,076.60.
- 4. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 16716 for the full filed amount of \$26,076.60 as liquidated and undisputed.
- 5. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$26,076.60 and sent immediately to Sierra's attention for signature.
- 6. Copies of the following have been enclosed with this response: The Notice of 22nd Omnibus Objection to Claim # 16716, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and KTK Steel Drum Corporation (Assignor), Proof of Claim # 16716 as originally filed amending Claim #48 by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for KTK Steel Drum Corporation (Assignor) and the supporting documentation requested for claim # 16716 evidencing the amount of \$26,076.60 owed on Claim # 16716 filed by Sierra Liquidity Fund, LLC; Assignor: KTK Steel Drum Corporation
- 7. Sierra and KTK Steel Drum Corporation see no basis on behalf of the Debtor to expunge Claim # 16716 as an untimely filed Claim, as Claim #16716 is amending Claim #48 and Claim #48 was timely filed on October 18, 2005. The supporting claim documentation clearly show a preponderance of evidence that Claim #16716 in the amount of \$26,076.60 remains due and owing as a valid unpaid prepetition unsecured claim.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for KTK Steel Drum Corporation

Scott August 949-660-1144, ext. 17 saugust@sierrafunds.com Tammy Garza 949-660-1144 ext. 22 tgarza@sierrafunds.com Jim Riley 949-660-1144 ext. 16 <u>iriley@sierrafunds.com</u>

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B 10 (Official Form 10) (04/0	/)					
UNITED STATES BA	NKRUPTCY COURT SOUTHERN	DISTRI	CT OF NEW YORK	PROOF OF CLAIM		
Name of Debtor Delphi Corporation	1					
NOTE: This form should "request" for payment of a	1					
Name of Creditor (The per owes money or property):						
Sierra Liquidity Fu		particulars	ting to your claim. Attach copy of statement giving s.			
Name and address where n Sierra Liquidity Fu	nd		oox if you have never received any notices from the y court in this case.			
2699 White Road Irvine, CA 92614			box if the address differs from the address on the envelope u by the court.	THIS SPACE IS FOR COURT USE ONLY		
	or other number by which creditor	Check her	e prenlaces	<u> </u>		
identifies debtor:		if this clai	,,,,,,,,,,,,,,,,,,,	<u>'</u>		
1. Basis for Claim Goods sold	□ Personal injur □ Taxes	y/wrongful o	death   Wages, salaries, and control below)  Last four digits of you			
Services performed		ts as defined		for services performed		
☐ Money loaned	Other		Fromt (date)	0		
2. Date debt was incurr	ed: VARIOUS		3. If court judgment, date obtained:	(date)		
	m. Check the appropriate box or boxes that	best describ	e your claim and state the amount of the claim at the time th	e case was filed.		
l .	Claim \$ 26,076.60		Secured Claim			
☐ Check this box if: a) th	nere is no collateral or lien securing your cla		Check this box if your claim is secured by collateral (	including a right of setoff).		
your claim exceeds the vai of your claim is entitled to	lue of the property securing it, or c) none or priority.	only part	Brief Description of Collateral: □ Real Estate □ Other □ Motor Vehicle			
Unsecured Priority Clair			Value of Collateral: \$			
<ul> <li>Check this box if you is entitled to priority.</li> </ul>	have an unsecured claim, all or part of whic	h is	Amount of arrearage and other charges at time case filed included in secured claim, if any: \$			
Amount entitled to prior	ity \$					
Specify the priority of the		(.)(1)( <b>D</b> )	Up to \$2,425* of deposits toward purchase, lease, or re or services for personal, family, or household use - 11			
' '	igations under 11 U.S.C. § 507(a)(1)(A) or of or of the second of the se	. , , , ,	$\ensuremath{\text{\fontfamily Taxes}}$ or penalties owed to governmental units - 11 U.S	S.C. § 507(a)(8).		
	uptcy petition or cessation of the debtor's bu		□ Other – Specify applicable paragraph of 11 U.S.C. § 50	)7(a)().		
<ul> <li>Contributions to an er</li> </ul>	mployee benefit plan - 11 U.S.C. § 507(a)(5	).	*Amounts are subject to adjustment on 4/1/10 and ever respect to cases commenced on or after the date of adjustr			
5. Total Amount of Cla	nim at Time Case Filed: \$	26,076.		076.60		
<ul> <li>Check this box if clair charges.</li> </ul>	im includes interest or other charges in addi	unsecured) tion to the pr	) (secured) (priority) (trincipal amount of the claim. Attach itemized statement of a	otal) Il interest or additional		
6. Credits: The amoun	nt of all payments on this claim has been cre	dited and de	ducted for the purpose of making this proof of claim.	THIS SPACE IS FOR COURT USE ONLY		
statements of running acc	ounts, contracts, court judgments, mortgage	s, security a	romissory notes, purchase orders, invoices, itemized greements, and evidence of perfection of lien. DO NOT If the documents are voluminous, attach a summary			
Ī	y: To receive an acknowledgment of the fi		claim, enclose a stamped, self-addressed envelope and			
Date	Sign and print the name and title, if any, of power of attorney, if any):	f the credito	r or other person authorized to file this claim (attach copy			
09/17/2007	J.S. Riley, President		1			

#### Transfer of Claim

## Delphi Corporation, Delphi Automotive Systems, LLC, et al.

This agreement (the "Agreement") is entered into between K.T.K. Steel Drum Corporation ("Assignor") and Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC or assignee ("Assignee") with regard to the following matters:

- 1. Assignor in consideration of the sum c

  Cents) (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor, including the right to amounts owed under any executory contract and any respective cure amount related to the potential assumption and cure of such a contract (the "Claim"), against Delphi Corporation, Delphi Automotive Systems, LLC, at al. (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than "the Claim Amount", and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, cure payments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
- 2 Assignce shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
- 3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
- 4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filling a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
- 5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
- 6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
- 7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on

account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

- 8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of eash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.
- 9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.
- 10. The terms of this Agreement shall be binding upon, and shall mure to the benefit of Assignor, Assignee and their respective successors and assigns.
- it. Assignor hereby acknowledges that Assignce may at any time further assign the Claim together with all rights, title and interests of Assignce under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.
- 12. This contract is nor valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here:

## Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 09 day of January 2005, 2006

Mr. Joseph A. Kapler

Mr. Joseph A. Kapler

Ms. Carmella Toth

[Print Name and Title]

732-985-0047

Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al. 2699 White Rd, Ste 255, Irvine, CA 92614 949-660-1144 x17; fax: 949-660-0632 iritev@sierrafunds.com

K.T.K. Steel Drum Corporation

Name of Company
65 Midwale Road

Street Address

P.O Box 1392

City, State & Zip

Edison New Jersey 08817 Fax Number Email

732-985-2006 KTK985 @ AOL .Com Agreed and Acknowledged, Sierra Liquidity Fund, LLC, Sierra Asset Management, LLC, et al.

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UNITED STATES BANKRUPTCY CO	OURT	
SOUTHERN DISTRICT OF NEW YOR	RK	
	x	
	:	
In re	:	Chapter 11
	•	
DELPHI CORPORATION, et al.,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
	Y	

#### **NOTICE OF OBJECTION TO CLAIM**

Sierra Liquidity Fund:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your "Claims," as such term is defined in 11 U.S.C. § 101(5), identified in the table below should be disallowed and expunged or modified as summarized in that table and described in more detail in the Debtors' Twenty-Second Omnibus Objection Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Duplicate Or Amended Claims, (B) Equity Claims, (C) Insufficiently Documented Claims, (D) Claims Not Reflected On Debtors' Books And Records, (E) Untimely Claim, And (F) Claims Subject To Modification, Tax Claims Subject To Modification, Modified Claims Asserting Reclamation, Claims Subject To Modification That Are Subject To Prior Orders, And Modified Claims Asserting Reclamation That Are Subject To Prior Orders (the "Twenty-Second Omnibus Claims Objection"), dated October 26, 2007, a copy of which is enclosed (without exhibits). The Debtors' Twenty-Second Omnibus Claims Objection is set for hearing on November 29, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED TWENTY-SECOND OMNIBUS CLAIMS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON NOVEMBER 21, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Twenty-Second Omnibus Claims Objection identifies 15 different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Tax Claims Subject To Modification" are those Claims filed by taxing authorities that the Debtors have determined are overstated.

Claims identified as having a Basis For Objection of "Modified Claims Asserting Reclamation" are those Claims (i) that the Debtors have determined (a) state the incorrect amount or are overstated, including as a result of the assertion of invalid unliquidated claims, and/or (b) were filed and docketed against the wrong Debtor, and/or (c) incorrectly assert secured or priority status and (ii) in which the claimant asserted a reclamation demand and either (a) the Debtors and the claimant have entered into a letter agreement pursuant to which the Debtors and the claimant agreed upon the valid amount of the reclamation demand or (b) the claimant is deemed to have consented to the Debtors' determination of the valid amount of the reclamation demand (with respect to (ii)(a) and (b), each, a "Reclamation Agreement"), subject to the Debtors' right to seek, at any time and notwithstanding the claimant's agreement or consent to the amount pursuant to the Reclamation Agreement, a judicial determination that certain reserved defenses with respect to the reclamation demand are valid.

Claims identified as having a Basis For Objection of "Claims Subject To Modification That Are Subject To Prior Orders" are those Claims that were modified pursuant to prior orders and that the Debtors have determined (a) state the incorrect amount or are overstated, including as a result of the assertion of invalid unliquidated claims, and/or (b) were filed and docketed against the wrong Debtors, and/or (c) incorrectly assert secured or priority status.

Claims identified as having a Basis For Objection of "Modified Claims Asserting Reclamation That Are Subject To Prior Orders" are those Claims that were modified pursuant to prior orders and (i) that the Debtors have determined (a) state the incorrect amount or are overstated, including as a result of the assertion of invalid unliquidated claims, and/or (b) were filed and docketed against the wrong Debtor, and/or (c) incorrectly assert secured or priority status and (ii) in which the claimant asserted a reclamation demand and either (a) the Debtors and the claimant have entered into a letter agreement pursuant to which the Debtors and the claimant agreed upon the valid amount of the reclamation demand or (b) the claimant is deemed to have consented to the Debtors' determination of the valid amount of the reclamation demand (with respect to (ii)(a) and (b), each, a "Reclamation Agreement"), subject to the Debtors' right to seek, at any time and notwithstanding the claimant's agreement or consent to the amount pursuant to the Reclamation Agreement, a judicial determination that certain reserved defenses with respect to the reclamation demand are valid.

not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Twenty-Second Omnibus Claims Objection, (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the Claim, (v) to the extent that the Claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such Claim upon liquidation of the Claim or occurrence of the contingency, as appropriate, and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the Claim.

If you properly and timely file and serve a Response in accordance with the procedures described above, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the November 29, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on November 29, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO ACCEPT SUCH AMOUNT PROVISIONALLY AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

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Twenty-Second Omnibus Claims Objection

In re Delphi Corporation, et al. Case No. 05-44481 (RDD)

#### **EXHIBIT E-1 - UNTIMELY CLAIMS**

CREDITOR'S NAME AND ADDRESS	CLAIM NUMBER	ASSERTED CLAIM AMOUNT		DATE FILED	DOCKETED DEBTOR
PIETRA JAMES 1130 SUZYLYNN YOUNGSTOWN, OH 44512	16717	Secured: Priority: Administrative: Unsecured: Total:	UNL UNL	10/05/2007	DELPHI CORPORATION (05-44481)
SIERRA LIQUIDITY FUND 2699 WHITE RD STE 255 IRVINE, CA 92614	16716	·	26,076.60 26,076.60	09/26/2007	DELPHI CORPORATION (05-44481)
US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION 33 WHITEHALL ST NEW YORK, NY 10004	16728	Secured: Priority: Administrative: Unsecured: Total:	UNL	10/18/2007	DELPHI CORPORATION (05-44481)
US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION TRIAL ATTORNEY 33 WHITEHALL ST NEW YORK, NY 10004	16727	Secured: Priority: Administrative: Unsecured: Total:	UNL	10/18/2007	DELPHI CORPORATION (05-44481)

Total:

4

\$26,076.60

In re: DELPHI AUTOMOTIVE SYSTEMS LLC Debtor, Case No. 05-44640 Entity #39

## SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

			T
CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT, UNLIQUIDATED DISPUTED	AMOUNT OF CLAIM
1618350 - 10404219 JW HOLDINGS INC DBA US ENGINEERING CORP 2530 THORNWOOD SW GRAND RAPIDS MI 49519	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$0.00
1618353 - 10399113 JWI CO LTD PALTAN MYEON 98 1 YULAM RI HWASUNG CITY 445 913 KYUNGGI DO SOUTH KOREA KOREA, REPUBLIC OF	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$2,975.00
1644046 - 10395307 K & A EXCAVATING CONTRACTORS 198 MAJOR RD MONMOUTH JUNCTION NJ 08852	ENVIRONMENTAL CLAIMS POTENTIAL CLAIM ARISING FROM ENVIRONMENTAL SERVICE PROVIDERS	Contingent, Disputed, Unliquidated	Unknown
1618358 - 10404218 K & B DESIGN INC 3131 DISNEY ST CINCINNATI OH 45209	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$0.00
1618361 - 10399114 K & D INDUSTRIES INC PO BOX 820 DEPT 17502 OWOSSO MI 488670820	ACCOUNTS PAYABLE		\$1,069.50
1618366 - 10399115 K & H PRECISION PRODUCTS INC 45 NORTON ST HONEOYE FALLS NY 14472	ACCOUNTS PAYABLE		\$68,235.60
1618370 - 10404737 K & K SCREW PRODUCTS 795 KIMBERLY DR CAROL STREAM IL 60188	ACCOUNTS PAYABLE	Disputed, Unliquidated	\$0.00
1618376 - 10399116 K & S INDUSTRIAL SERVICES EFT INC 15677 NOECKER WAY SOUTHGATE MI 48195	ACCOUNTS PAYABLE		\$36,713.04
1618380 - 10399117 K C WELDING SUPPLY INC 1309 MAIN ST ESSEXVILLE MI 48732	ACCOUNTS PAYABLE		\$42,234.95
1618390 - 10399118 K O M LAMB INC 4515 CULVER RD ROCHESTER NY 14622	ACCOUNTS PAYABLE		\$8,342.87
1618393 - 10399119 K T K STEEL DRUM CORP PO BOX 1394 EDISON NJ 08817	ACCOUNTS PAYABLE		\$26,076.60

Page: 521 of 1091

Page
23
o H

Fifteenth	
Omnibus	
Objection	

In re: Delphi Corporation, et al. Case No. 05-44481 (RDD)

U	5-44481-IUU		DOC 1106	O FII	lea 11/26/0 Pg		30	20/07 .	11.12.29	am L	JUCI
*See Exhibit F for a listing of debto	GERMANY	SCHIESSMAUER 9 HERRENBERG 71083	Claim: 4250 Date Filed: 05/01/06 Docketed Total: \$2,562.30 Filing Creditor Name and Address KAUTT & BUX GMBH	ONE INDIANA SQ STE 3500 INDIANAPOLIS IN 46204-2023	Claim: 9458 Date Filed: 07/13/06 Docketed Total: \$126,215.13 Filing Creditor Name and Address K TUBE CORPORATION C O ANDREW T KIGHT	65 MIDVALE RD EDISON NJ 08817	ט ט	SIDNEY OH 45365	Claim: 11265 Date Filed:07/27/06 Docketed Tottal: \$15,887.09 Filing Creditor Name and Address JR EDWARDS TRUCKING CO C O MICHAEL A STAUDT FAULKNER GARMHAUSEN KEISTER & SHENK COURTYLIES CENTED OFF 300	CLAIM TO BE MODIFIED	EXHIBIT D-1 - CLAIMS SUBJECT TO MODIFICATION
debtor entities by case number	05-44481	Case Number* Secured	Claim Holder Name and Address KAUTT & BUX GMBH SCHIESSMAUER 9 HERRENBERG 71083	Case Number* Secured 05-44640	Claim Holder Name and Address K TUBE CORPORATION C O ANDREW T KIGHT SOMMER BARNARD PC ONE INDIANA SQ STE 3500 INDIANAPOLIS IN 46204-2023	Case Number* Secured	Claim Holder Name and Address K T K STEEL DRUM CORPORATION PO BOX 1394 65 MIDVALE RD EDISON NJ 08817	Case Number* Secured 05-44640	Claim Holder Name and Address JR EDWARDS TRUCKING CO C O MICHAEL A STAUDT FAULKNER GARMHAUSEN KEISTER & SHENK COURTVIEW CENTER STE 300 100 S MAIN AVE SIDNEY OH 45365	CLAIM AS DOCKETED	T TO MODIFICATION
Page:		Priority	Docketed Total	Priority \$32,661.00 \$32,661.00	Docketed Total	Priority	Docketed Total	Priority	Docketed Total		
23 of 38	\$2,562.30	Unsecured	\$2,562.30	<u>Unsecured</u> \$93,554.13 \$93,554.13	\$126,215.13	<u>Unsecured</u> \$20,076.60 \$20,076.60	\$20,076.60	<u>Unsecured</u> \$15,887.09 \$15,887.09	\$15,887.09		
	U5 - 44 6 4 U	Case Number*		Case Number* 05-44640		Case Number* 05-44640		Case Number* 05-44640		CLAIM AS MODIFIED	
		Secured		Secured		Secured		Secured		IED	
		Priority	Modified Total	Priority	Modified Total	Priority	Modified Total	Priority	Modified Total		
İ	\$2,562.30	Unsecured	\$2,562.30	<u>Unsecured</u> \$87,669.00 \$87,669.00	\$87,669.00	<u>Unsecured</u> \$20,076.60 \$20,076.60	\$20,076.60	Unsecured \$9,080.80 \$9,080.80	\$9,080.80		

	Jnited States Bankrupt Southern District of No	
In re  Delphi Corporation., et al ) )  Debtor		Chapter 11 se No. 05-44481 (RDD) intly Administered)
	OF CLAIM PURSUAN PROCEDURE 3001(e)(	T TO FEDERAL RULE OF BANKRUPTCY (2) or (4)
NOTE: For purposes of this form, transfewhile transferee refers to the party who is		ant who is selling or otherwise assigning its claim, e being assigned the claim.
To: K T K Steel Dr PO Box 1394 Edison, NJ 08	•	
Please note that your claim number 48 expunged by court order) to:	in the amount of \$20	,076.60 has been transferred (unless previously
Sierra Liquidity 2699 White Rd Irvine, CA 926	Ste 255	
	MUST, WITHIN 20 D	r claim. However, IF YOU OBJECT TO THE AYS OF THE DATE OF THIS NOTICE, FILE
US Bankruptcy Court Southern District of New York One Bowling Green New York, NY 10004		Kurtzman Carson Consultants LLC Delphi Transfer Objections 2335 Alaska Ave El Segundo, CA 90245
		ection, a hearing may be scheduled. IF YOUR EREE WILL BE SUBSTITUTED ON OUR
Date: September 18, 2007	Ву:	/s/

Jonathan D Carameros

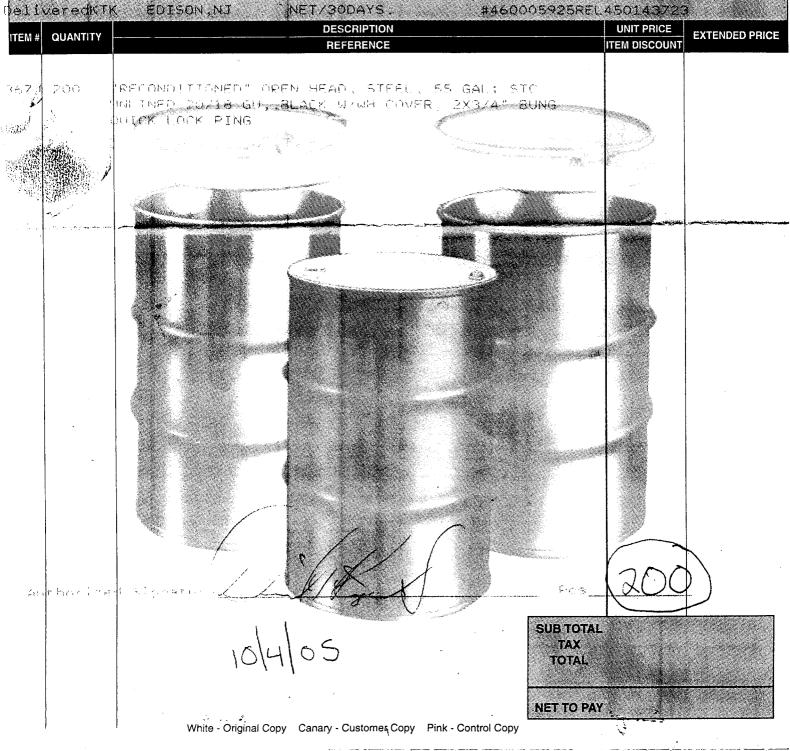
### **Creditor Data for Claim Number 48**

	·					
Creditor Name: Sierra Liquidity Fund Creditor Notice Name:	Date Claim Filed: 10/18/2005 Delphi Claim #: 48 Court Claim #: 48 Amend/Replace? No					
Debtor Name: Delphi Case Number: 05-446	Name: Delphi Automotive Systems LLC umber: 05-44640					
Claim Nature: General Unsecured Amount of	Objectio Objectio	n History	d? N Basis: Wrong Debtor Total Amount: \$0.00 Notes			
Schedule: Schedule Amt:	Wrong Debtor		Subject to Order Pursuant to 11 U.S.C. § 503(b) and Fed. R. Bankr. P. 3007 Disallowing and Expunging Certain (A) Insufficiently Documented Claims, (B) Claims Not Reflected on Debtors' Books and Records, (C) Untimely Claims and Untimely Tax Claim, and (D) Claims Subject to Modification, Tax Claims Subject to Modification, and Modified Claims Asserting Reclamation Identified in Fifteenth Omnibus Claims Objection Order") (Exhibit D-1 - Claims Subject to Modification)			

05-44481-rdd Doc 11066 Filed 11/26/07 Entered 11/26/07 11:12:29 Main Document Pg 13 of 30 INVOICE # 50540 - DELCO STEEL DRUM CORPORATION R.O. Box 1094, Meadow Road (Edizology) NEW and RECONDITIONED DID for INDUSTRY NEEDS · PARENEY. INVOICE 10/04/05 CT S S DELPHI CORPORATION DELPHI AUTOMOTIVE SYSTEMS ACCOUNTS PAYABLE DELCO REMY DIVISION 760 JERSEY AVENUE 760 JERSEY AVENUE REC'D DEPT. NEW BRUNSWICK, NJ 08901 NEW BRUNSWICK, NJ 08901-0911 # 7

eliveredh	KTK EDISON,NJ	NET/30DAYS.	#46	0005925REL4		3 Extended Pric
200	"RECONDITIONED" UNLINED 20/18 GU QUICK LOCK RING	OPEN HEAD, STEEL J,.BLACK W/WH COV	, 55 GAL; /ER, 2X3/4"	STC BUNG	12.25	2450.00
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05-44481-rdd Doc 11066 Filed 11/26/07 Entered 11/26/07 1 Pg 14 of 30 S.M. # 50540 - DELCO STEEL DRUM CORPORATION P.O. Box 1394, Meadow Road, Edison, N.J. 08817 (732) 985-0447 FAX: (732)-2006 DATE TAKEN BY: NEW and RECONDITIONED CONTAINERS SHIPPING MEMORANOUM for INDUSTRY NEEDS 0/04/05 В S Н DELPH: AUTOMOTIVE SYSTEMS 1000 PAL 330PC 联系扩充01 L MODERNING PAYER F DELCO BEMY DIVISION TAG TERREY COSTORE 760 TERSEY AVENUE REC'D DEPT. NEW PRINSMILK 101 08901 NEW BRUNSWICK, NJ 08901-0911 # T 0 0 SHIP VIA FOB TERMS PO# DeliveredNTK EDISON,NJ NET/30DAYS. #460005925REL450143723 DESCRIPTION **UNIT PRICE EXTENDED PRICE** QUANTITY REFERENCE ITEM DISCOUNT



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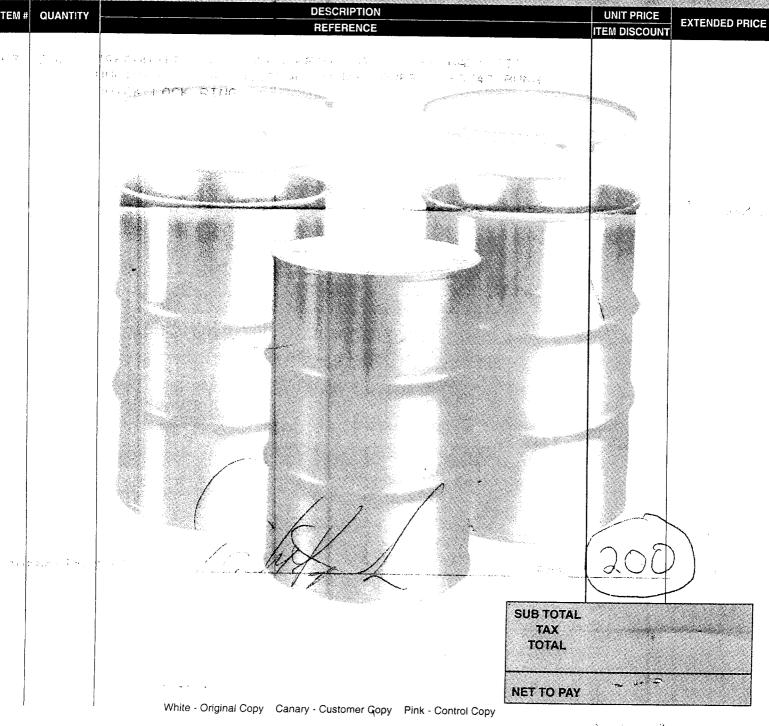
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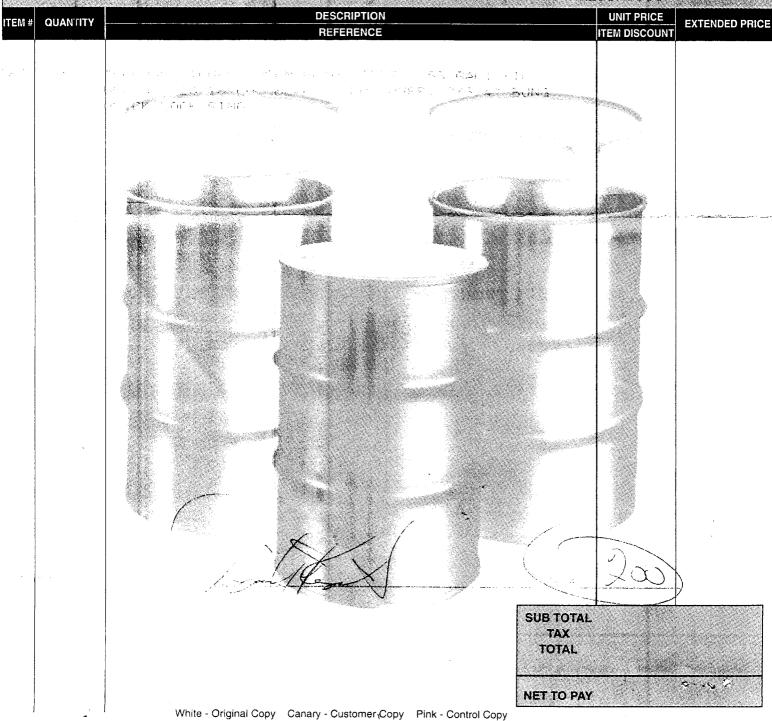
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05-44481-rdd Doc 11066 Filed 11/26/07 Entered 11/26/07 11:12:29 Main Document Pg 20 of 30 - M. # 50329 - DELCO STEEL DRUM CORPORATION P.O. Box 1394, Meadow Road, Edison, N.J. 08817 (732) 985-0447 FAX: (732)-2006 DATE TAKEN BY: NEW and RECONDITIONED CONTAINERS for INDUSTRY NEEDS 8/15/05 ı Н DE 10 - ES. PIVISION RECID DEFI p# W (2000 - 00 % ) WI (8901-0911 # T 0 0 SHIP VIA FOB TERMS PO# eliveregKTK EDISON N. T. NET/300AYS #JBB00445 RELJER06007 DESCRIPTION **UNIT PRICE** QUANTITY **EXTENDED PRICE** REFERENCE ITEM DISCOUNT



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367	200	"RECONDITIONED" UNLINED 20/18 GU QUICK LOCK RING			12.25	2450.00
396	48	RECONDITIONED OP 18/16GU.,UNLINED BOLT GASKET CEME	,BLACK/WHREDCB,2	X3/4"ICC RING & 🦠	18.95	909.60
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05-44481-rdd Doc 11066 Filed 11/26/07 Entered 11/26/07 11:12:29 Main Document Pg 24 of 30 S.M. # 50422 % DELCO STEEL DRUM CORPORATION P.O. Box 1394, Meadow Road, Edison, N.J. 08817 (732) 985-0447 FAX: (732)-2006 DATE TAKEN BY: NEW and RECONDITIONED CONTAINERS for INDUSTRY NEEDS 9/06/05 В S DELCO REMY DELPHI CORPORACION 1 Н BOYCHINGS BAYAR F RECEIVING PERT. THE IFRAME AVEIRS 760 TERREY AVENUE NEW BRUNSWICK, NJ 08901 #JBS-0 NEW BRIDGESTER, DI ORGOT T T 0 0 N**erms**godays. ne Production EST SON, NJ #9#BOO445 REL DESCRIPTION **UNIT PRICE** QUANTITY **EXTENDED PRICE** ITEM# ITEM DISCOUNT REFERENCE PERCENTITIONED! OPEN HEAD STEEL INFTHER 20 IS GO. PLACK WOME COVER. 2X3/4" SUNG ethornin odkornin od projektiva HILL OCK BING FRONDITIONED OPEN HEAD SSCAL . DOT TYPE 17-H 8/16GU , UNLINED, REACK/WHREDGE 2X3/4" ICC RING & EDUT GASKET CEMENTED UN19275 3007S Aulthorized Signatu SUE TOTAL TAX TOTAL NET TO PAY White - Original Copy Canary - Customer Copy Pink - Control Copy

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. 05-44481-rdd Doc 11066 Filed 11/26/07 Entered 11/26/07 11:12:29 Main Document Pg 26 of 30 S.M. # 50359 - DELCO STEEL DRUM CORPORATION P.O. Box 1394, Meadow Road, Edison, N.J. 08817 (732) 985-0447 FAX: (732)-2006 DATE **TAKEN BY:** NEW and RECONDITIONED CONTAINERS WHI WE'THO BEMORANING for INDUSTRY NEEDS 8/22/05 В S 1 Н Asset Commence (1996) Talign To No. (1994) DEFENT SUICMOTIVE SYSTEMS ACCOUNTS VAYARE A DELCO REMY DIVISION 760 IESSET GRENDE 760 TERREL AVENUE REC'D DEPT. NELL PRINCIPLE NIT DROOT MEW PRUNSWICK, NJ 08901-0911 # Т 0 0 SHIP VIA TERMS NET/30DAYS DeliveredKTK EDISON, N.J. #J8800445 RELJBR06012 **DESCRIPTION UNIT PRICE** QUANTITY ITEM# **EXTENDED PRICE** REFERENCE ITEM DISCOUNT  $\sigma_{i+1,j}$ "RECONCITIONS" OFFN HEAD STEEL SE GAL: AT DEFINE SAME OF PLACE IN MH COVER, 2X3/4" RUNG FRONDITIONED OPEN HEAD SERAL DOT 4.3 TYPE 17-H AZEAGU. UMLINED BLACKZWHREDCE . 2X3Z4"ICC RING & OUT GASKET CEMENTED JUNGARY POOKS

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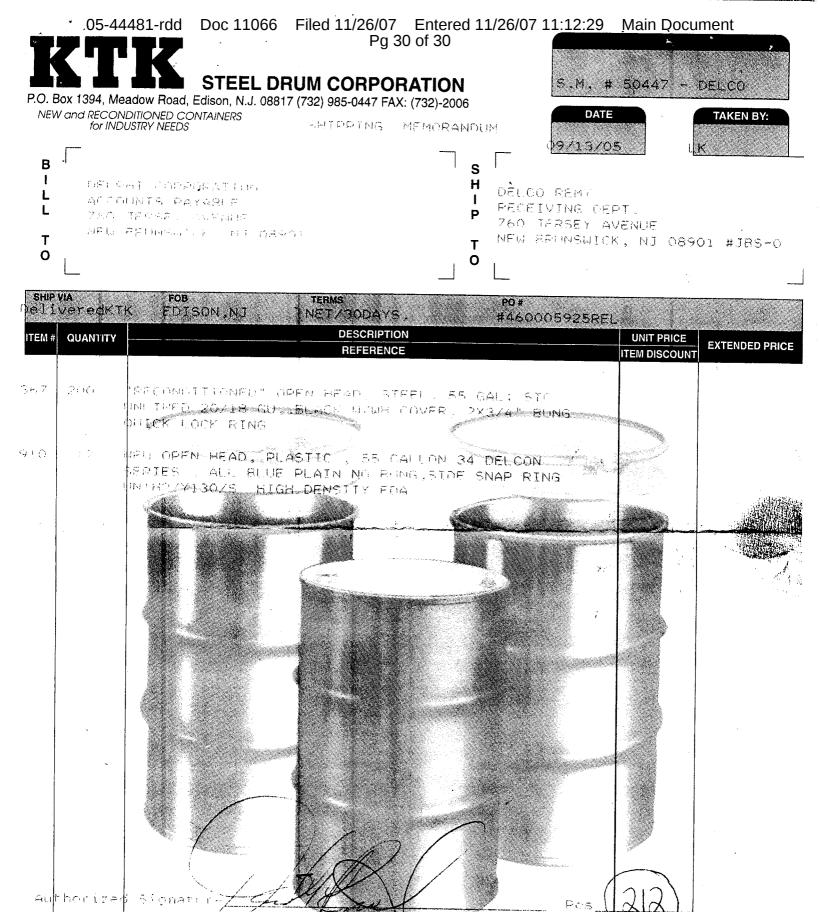
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